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UNITED NATIONS CONFERENCE ON THE LIABILITY OF OPERATORS OF TRANSPORT TERMINALS IN INTERNATIONAL TRADE

FIRST COMMITTEE

SUMMARY RECORD OF THE 14th MEETING

Held at the Austria Center Vienna,
on Thursday, 11 April 1991, at 2.30 p.m.

Chairman: Mr. BERAUDO (France)

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The meeting was called to order at 2.40 p.m.

CONSIDERATION OF ARTICLES 1 TO 16 AND 20 OF THE DRAFT CONVENTION ON THE LIABILITY OF OPERATORS OF TRANSPORT TERMINALS IN INTERNATIONAL TRADE (agenda item 3) (continued) (A/CONF.152/5, 6, 7 and Add.1 and Add.1/Corr.1 and Add.2)

Article 11 (continued) (A/CONF.152/C.1/L.41, L.46, L.52)

1. Mr. ZHAO Chengbi (China) said that at the previous meeting he had voted against the Moroccan proposal to amend paragraph 4 of article 11. The aim of the original paragraph 4 was to ensure that the operator and his customer should give each other reasonable facilities to investigate actual or apprehended loss or damage to the goods. Bringing in the concept of the carrier could create serious problems. It was not clear what sort of facilities the carrier could provide or indeed why he should provide them. His legal position would be confused; requiring him to provide facilities might place him in a very difficult situation. The Committee's approval of that amendment therefore caused his delegation great concern.

2. Mr. GOKKAYA (Turkey), introducing the proposal for paragraph 2 of article 11 in document A/CONF.152/C.1/L.54, said that his delegation had no objection to the other paragraphs of article 11 or to the requirement that, where loss or damage was apparent, notice should be given to the operator within three working days. In the case of loss or damage that was not apparent, the period of 60 days for giving notice that was stipulated in paragraph 2 was very long. His delegation accepted that a relatively long time might elapse before the goods were opened and the loss or damage was discovered but, even so, it felt that a period of 7 rather than 15 days, and of 30 rather than 60 days, was sufficient for proper notice in the two cases in question. His delegation considered that, when a customer received goods, his first duty was to check their condition. Successful trading demanded business reliability, which would be jeopardized by allowing so long a time for giving notice of damage. The rights of the terminal operator as well as those of the customer should be considered and the article should accordingly provide for a shorter period of notice.

3. The CHAIRMAN invited the Committee to vote on the Turkish proposal (A/CONF.152/C.1/L.46).

4. The proposal was rejected by 22 votes to 4, with 9 abstentions.

5. Mr. OCHIAI (Japan) introduced his delegation's proposal for paragraph 2 of article 11 (A/CONF.152/C.1/L.41). An understanding had been reached at the eleventh session of the Working Group on International Contract Practices that the term "final recipient" used in that paragraph would be a person in a position to inspect the goods (A/CN.9/298, para. 69). His delegation believed that understanding should be spelt out in the article. It might be said to be self-evident from the existing text, but an express provision on the point would nevertheless be beneficial.

6. Mr. BONELL (Italy) said that, if the Japanese proposal was taken literally, his delegation would have no objection to it even though he felt it was superfluous. The words "final recipient" had been included in the draft deliberately because such a recipient was assumed to be a person who was in a position to inspect the goods. He was afraid, however, that the real aim of the Japanese proposal was to introduce wording that could taken as a condition meaning

(Mr. Bonell, Italy)

"provided that he is in a position to inspect them". If that was so, his delegation would be unable to support the proposal. It was necessary to assume that the final recipient would be in a position to inspect the goods and the time-limit should run from the moment when the goods reached him.

7. Mr. RUSTAND (Sweden) agreed with the representative of Italy. In an earlier version of the draft Convention there had been a reference to the "final destination" of the goods. That term had been felt to be ambiguous, and in order to clarify it it had been decided to use the words "final recipient", on the understanding referred to by Japan. It was clear from the background, therefore, what the term meant and his delegation was not in favour of expanding it.

8. Mr. SCHROCK (Germany) associated himself with the views expressed by the Italian and Swedish representatives. Adding language on the lines suggested in the Japanese proposal might give the impression that some final recipients were in a position to inspect the goods and some were not, which might lead to litigation. If it was assumed that the final recipient was, by definition, able to inspect the goods, the Japanese proposal added nothing.

9. Mr. OCHIAI (Japan) said that he would withdraw the proposal if his delegation's interpretation was confirmed by the Committee and the Committee regarded an explicit reference to ability to inspect as unnecessary.

10. The CHAIRMAN said that the time-limit of 60 days was an overall one for giving notice. The terminal operator should not be held responsible beyond that time, whether or not he had reached a person able to inspect the goods.

11. Mr. OCHIAI (Japan) withdrew the proposal.

12. The CHAIRMAN said that if he heard no objection, he would take it that the Committee approved the wording of article 11 reproduced in document A/CONF.152/5, as amended at the previous meeting, and referred it to the Drafting Committee.

13. It was so decided.

Article 12 (A/CONF.152/C.1/L.17, L.47, L.53, L.58)

14. The CHAIRMAN observed that the proposals submitted for paragraph 1 of article 12 by the delegations of Turkey (A/CONF.152/C.1/L.47) and Morocco (A/CONF.152/C.1/L.53) were identical in substance. Both proposed to reduce the limitation period for actions from two years to one year.

15. Mrs. EL OTMANI (Morocco) said that a two-year period had been stipulated in the Commission's text chiefly for the benefit of maritime transport undertakings and port terminals. She believed that the aim of that had been to align the draft Convention with the Hamburg Rules.

16. Mr. BONELL (Italy) said he was prepared to support the change. It should not be forgotten that, although the Hamburg Rules provided for a period of two years, the other transport-related conventions, as a rule, provided for a period of one year. The latter would be more appropriate for transport terminals which were chiefly land-based.

17. Mr. HORNBY (Canada) supported the proposal to alter the limitation period. One year was the period most usually applicable to carriers, and a guiding principle of the Convention was that the operators of transport terminals should receive no less favourable treatment than that granted to carriers.

18. Mr. SWEENEY (United States of America) regretted that his delegation could not support the proposed change. The Hague Rules, adopted in 1924, had set a period of one year, but the Hamburg Rules, adopted in 1978, and the Multimodal Convention, adopted in 1980, stipulated two years. In drafting the existing text, account had been taken of developments at the conferences at which the Hamburg Rules and the Multimodal Convention had been adopted: some countries, including the United States, had found a limitation period of one year sufficient, but a number of developing countries had objected that one year worked against the interests of shippers in developing States. Enough examples had been given to influence the decision to choose a period of two years. He believed that the Convention should follow the same path.

19. Mr. RUSTAND (Sweden) agreed with the United States representative that it was unnecessary to shorten the limitation period. There might be cases in which legal steps preceded court proceedings; shortening the period would put pressure on parties who might have been willing to settle a dispute amicably to take it to court. His delegation was in favour of retaining the period of two years in order to accommodate countries which had problems with a shorter period.

20. Mr. LAVIÑA (Philippines) said that his delegation shared the views expressed by the representative of the United States. A two-year rule would favour the interests of developing countries more. The two-year limitation period should therefore be retained.

21. Ms. SISULA-TULOKAS (Finland) agreed that the two-year period should remain.

22. Mr. ZHAO Chengbi (China) said that the two-year period was in conformity with the Hamburg Rules and the Multimodal Convention, and should be retained. A number of prospective parties to the Convention might be reluctant to accept it if the limitation period was reduced to one year.

23. The CHAIRMAN invited the Committee to vote on the proposal to reduce the limitation period stipulated in article 12 (1) from two years to one year.

24. The proposal was rejected by 19 votes to 10, with 5 abstentions.

25. Mrs. EL OTMANI (Morocco) introduced her delegation's proposal for paragraph 5 of article 12 in document A/CONF.152/C.1/L.53. It had become more pertinent than before in the light of the Committee's decision to retain the basic limitation period of two years. Recourse actions under the Convention were bedevilled with difficulties. First there was the problem of damage that was attributable both to the carrier and to the terminal operator; links were bound to exist between the carrier, who deposited the goods, and the operator, who took charge of them. Secondly, in seeking to establish the respective liabilities of the carrier and of the operator in a given action, it was difficult to obtain the necessary evidence, because of the manner in which the goods changed hands from one to the other. Third, the recipient was obliged by the contract of carriage to proceed against the carrier, the operator being regarded as a mere intermediary; taking proceedings against the operator alone would offer only partial protection for the recipient's interests, since the operator could only be liable for loss or damage directly attributable to him.

(Mrs. El Otmani, Morocco)

26. The solution originally proposed by her delegation, which the Committee had just rejected, was to impose the same limitation period for the carrier as for the operator. That proposal had been prompted by the alarming discrepancies between the Hamburg Rules and the present draft. For the carrier, the starting point for the limitation period under article 12 was the day when the goods were handed over either to the recipient, or to the operator if the recipient did not collect them. The period of storage in the terminal was included in that period. For the operator, however, the limitation period began on the day when the goods were handed over to the person entitled to take delivery. If that person failed to collect them after several months in storage, the limitation period would be extended accordingly. In her view, the limitation period should begin, even for the operator, on the day when he received the goods, or at least on the day when he placed them at the disposal of the person entitled to take delivery.

27. A further discrepancy between the present draft and the Hamburg Rules was that in the latter, the period allowed for taking recourse proceedings against the carrier, even after the expiration of the limitation period, was governed by the law of the State where the proceedings were instituted; the present draft made no reference to the law of that State. Furthermore, the limitation period for a recourse action against the operator was 90 days after the person instituting the action had himself been found liable, in other words, at the end of the proceedings taken against him, whereas for the carrier the 90-day period began as soon as a claim was filed, namely at the beginning of the proceedings. Her delegation therefore proposed that a recourse action by a carrier or other person against the operator should be permitted even after the expiry of the limitation period, provided it began within 30 days after the carrier or other person had been sued. The reference to entering suit in the text of the Moroccan proposal meant, in effect, the giving of notice to the carrier or other person that proceedings had been instituted against him.

28. It must be clearly understood that under the existing text of article 12 (5), an operator could be sued as much as several months after he had delivered the goods. In developing countries, where legal process was often a protracted affair, the interval could be as long as several years. An action for damages against the carrier, including the appeal stages, could well last for years. The operator should not have to defend himself against a claim for damages after such a long interval, nor should he be required to keep his records indefinitely in case he was sued.

29. Mr. BONELL (Italy) said that the reasoning behind the Moroccan proposal would be clearer if the Committee were given some assistance in reviewing the drafting history of article 12 (5).

30. The CHAIRMAN said that the origin of the provision was in the 1980 Multimodal Convention. In that instrument, a similar problem had arisen from the differing limitation periods in other agreements, referred to by implication, which might run to two years or more. It was therefore necessary to provide that the operator could be sued after the two-year period had expired. Where proceedings were instituted against the carrier, perhaps three years after the goods were handed over, the carrier must be able to sue the operator if he considered the latter to be liable for the damage.

31. Mr. BONELL (Italy) pointed out that the corresponding provision in article 25 (4) of the Multimodal Convention - similar to article 20 (5) of the Hamburg Rules - was completely different from the present draft. It provided that a recourse action might be instituted even after the expiration of the limitation period provided for in the Convention "if instituted within the time allowed by the law of the State where proceedings are instituted". He noted in the report of UNCITRAL on the work of its twenty-second session (A/44/17) a statement in paragraph 157 that "a proposal was made to align paragraph (5) with article 20 (5) of the Hamburg Rules by providing that the recourse action might be instituted within the time allowed by the law of the State where the proceedings were instituted, but that the time allowed should not be less than the 90-day period ...". That proposal had not been accepted.

32. Mr. KATZ (Secretary of the First Committee) added that the Working Group on International Contract Practices had referred at its eleventh session to the absence of any reference in the draft Convention to the period allowed by national law, unlike what was provided for in article 20 (5) of the Hamburg Rules.

33. Mr. HORNBY (Canada) recalled that at UNCITRAL's twenty-second session his delegation had observed that article 12 (5) of the present draft created considerable uncertainty for the operator because, as the representative of Morocco had pointed out, recourse actions could be instituted against him several years after he had handed over the goods. Instead of altering the limitation period, as proposed by Morocco, he was inclined to recommend something hinted at by the representative of Italy, namely that article 12 (5) should be modelled on the corresponding provision of the Hamburg Rules. It was appropriate to refer to national law where recourse actions were concerned.

34. Mr. RUSTAND (Sweden) said that the problem raised by the representative of Morocco was largely a practical one: the length of time which could elapse between the goods being handed over and proceedings being instituted against the operator. The problem was not insurmountable. Certainly it might be difficult to obtain oral testimony after a lengthy interval, but the operator's written records would probably be retained for at least 10, if not 20, years. There was another important aspect which should not be overlooked: the possibility that an action against the carrier or other person might also be time-barred. Certain transport conventions allowed a limitation period as short as one year and recourse actions against the carrier would have to be instituted under the relevant instrument. In practical terms, it was unlikely that many years would elapse before proceedings were taken against the operator, since the Convention's paragraph 5 required the operator to be notified of the filing of the claim against the carrier. Reducing the limitation period from 90 to 30 days would have only a very marginal effect. He had no objection to paragraph 5 as it stood.

35. Mr. KATZ (Secretary of the First Committee) said that the origin of paragraph 5 could be traced to the first draft rules considered by the Working Group on International Contract Practices. At its eighth session the Working Group had endorsed the idea that the carrier should be able to institute recourse action against the operator after the expiry of the limitation period; and that he should be allowed a specific period, such as 90 days, after he had been held liable (A/CN.9/260, para. 59). The resulting draft provision referred only to a period of 90 days, not to any period provided by national law. Subsequently, when considering article 12 of the present draft, the Working Group had focused on the question of when the limitation period would begin. Only at UNCITRAL's 1989 session had it been realized that the draft text, unlike the Hamburg Rules, contained no reference to national law.

36. Mr. BONELL (Italy) thanked the Secretary for his explanation. He believed the problem would be most appropriately solved by modelling article 12 (5) on the corresponding provision of the Hamburg Rules. He made an oral proposal to that effect. Like the Hamburg Rules and the Multimodal Convention, the text of the draft Convention should contain a reference to the law of the State where the action was brought. He felt unable to support the Moroccan proposal.

37. Mr. SWEENEY (United States of America) agreed with the representative of Sweden that the matter should not cause any special difficulty, in view of the fact that paragraph 5 of the Commission's draft provided for notification to the operator. He endorsed the Italian proposal to align the paragraph with the corresponding provision of the Hamburg Rules, which contained a reference to national law. The problem of recourse actions had been dealt with in article 1 (3) of the Hague-Visby Rules by providing that they could be brought even after the expiry of the one-year limitation period "if brought within the time allowed by the law of the Court seized of the case". That period, however, must not be less than three months from the day the person bringing the action had settled the claim or "been served with process in the action against himself". That provision had inspired the drafting both of article 20 (5) of the Hamburg Rules and the present text.

38. The CHAIRMAN observed that there was little support for the Moroccan proposal. He asked the Committee whether it wished to model article 12 (5) on the corresponding provision of the Hamburg Rules.

39. Mrs. EL OTMANI (Morocco) said she would be satisfied with that solution.

40. Mr. RUSTAND (Sweden) counselled caution. In some cases there might be a gap in the national law which would prevent recourse proceedings from being instituted as provided by the Hamburg Rules.

41. Mr. SCHROCK (Germany) said he had no objection to modelling the text on the Hamburg Rules. However, article 20 (5) of the Rules allowed recourse actions "if instituted within the time allowed by the law of the State where proceedings are instituted". Its second sentence stated that the time allowed must not be less than 90 days from the day "when the person instituting such action for indemnity has settled the claim or has been served with process in the action against himself". There, the Moroccan proposal used the words "has been sued", whereas the Commission's draft provided for a period of 90 days after the carrier or other person had been "held liable", presumably by virtue of a court decision. Perhaps both those elements should be reflected in the text of the Convention.

42. Mr. ILLESCAS (Spain) said that his delegation was opposed to the incorporation of article 20 (5) of the Hamburg Rules into the draft Convention because it would allow an indefinite period of time in which recourse actions could be instituted. That period had to be specified in the Convention and not left to the law of the State where the proceedings were instituted; that would exacerbate an already difficult situation. Furthermore, Morocco's proposal to reduce the limitation period from 90 to 30 days represented too great a reduction. The Spanish delegation therefore preferred paragraph 5 as it stood.

43. Mr. ZHAO Chengbi (China) said that, as his delegation understood it, both the Hamburg Rules and the Multimodal Convention recognized that other parties could institute proceedings against the carrier, but only on certain conditions. One was that the national law of the country in which the proceedings were instituted

(Mr. Zhao Chengbi, China)

allowed it, and another was the imposition of a 90-day limitation period. The insertion of a reference to national law in paragraph 5 would not add substance to the text as far as many countries were concerned because it was already clear that an action was to be instituted within 90 days, and most countries provided for recourse actions of that kind. The Chinese delegation therefore considered that paragraph 5 should remain as it was.

44. Mr. ABASCAL (Mexico) proposed, as a compromise, that paragraph 5 should be retained as it stood but that a new paragraph should be added along the lines of article 23 of the Convention on the Limitation Period in the International Sale of Goods, adapted as necessary.

45. The CHAIRMAN said that the Committee should first take a decision on Morocco's proposal for paragraph 5 in document A/CONF.152/C.1/L.53. He asked the representative of Morocco whether she wished to maintain that proposal.

46. Mrs. EL OTMANI (Morocco) withdrew the proposal.

47. Mr. BONELL (Italy) said that paragraph 5 had to be considered as a whole. The Committee was now faced with three basically different approaches. The philosophy behind the Hamburg Rules was to refrain from interfering with national law, and in that context the representative of Sweden had been right; that would only be proper if national laws granted a right of recourse on the condition that proceedings were brought not less than 90 days after the end of the primary action which had been brought against the carrier. The approach of the present draft was almost exactly the opposite, in that it allowed a recourse action which was intended to be settled exhaustively, but which was only possible to a limited extent, given the proviso that the action should be instituted within 90 days after the end of the process initiated against the carrier or other person; the Committee should bear in mind that such an action could last indefinitely. The Mexican proposal could be a most attractive alternative in that it would add a time-limit of 10 years and provide a comprehensive solution to the problem. He requested that the text of article 23 of the 1974 Convention on the Limitation Period in the International Sale of Goods should be read out.

48. Mr. BERGSTEN (Executive Secretary) read out the article as requested.

49. The CHAIRMAN invited the Committee to vote on the Italian proposal to adapt the text of paragraph 5 to the Hamburg Rules.

50. The proposal was rejected by 14 votes to 5, with 4 abstentions.

51. The CHAIRMAN invited the Committee to vote on whether it wished to add to the text a sentence on the lines of article 23 of the Convention on the Limitation Period in the International Sale of Goods.

52. The proposal was rejected by 12 votes to 6, with 12 abstentions.

53. The Committee approved paragraph 5 as it stood.

54. Mr. SCHROCK (Germany) introduced the proposal in document A/CONF.152/C.1/L.17. Generally speaking, draft article 12 was precise in furnishing the elements required for determining the period for limitation of

(Mr. Schrock, Germany)

actions, according to the circumstances; it even went so far as to specify - and in so doing, remove one source of litigation - that the period did not include the day on which it commenced. Where total loss of goods was involved, however, some doubt persisted as to whether the limitation period would begin with the dispatch or the receipt of the notification of loss. In order to maintain the precision found elsewhere in the article - not so much for legal as for mathematical purposes - the German delegation proposed the replacement of the words "on the day the operator notifies the person entitled to make a claim" by the words "on the day the person entitled to make a claim receives notice from the operator". Thus the period of limitation would commence with receipt. If the Committee endorsed his delegation's reasoning but preferred the period to commence from the time of dispatch, he would have no objection, provided that the ambiguity was removed from the text in all its versions. That task might be left to the Drafting Committee.

55. Mr. LARSEN (United States of America) said that his delegation did not favour the imposition on the operator, albeit indirectly, of the additional burden of determining whether his notification had been received. It therefore believed that the notion of dispatch as the point of departure for the limitation period should be retained. It found the Commission's text, at least in the English version, unambiguous in that respect.

56. Mr. TARKO (Austria) remarked that receipt could not necessarily be presumed from dispatch. It would appear only fair to the person entitled to make a claim if the limitation period commenced from the time when he received notification of loss. He was therefore inclined to support the German proposal.

57. Mr. LEBEDEV (Union of Soviet Socialist Republics) said that the Russian version of the draft text employed a verb which described an action by the operator, but encompassed the notions both of dispatch and of receipt. He fully concurred with the idea that, whatever the fate of the German proposal, the Drafting Committee should be requested to ensure full conformity and lack of ambiguity among all the versions of the text.

58. The CHAIRMAN invited the Committee to vote on the substance of the German proposal.

59. The proposal was adopted by 13 votes to 11, with 11 abstentions.

60. Mrs. EL OTMANI (Morocco) asked what would happen if the addressee refused or denied receipt of notification.

61. The CHAIRMAN replied that although most legal systems made provision for such an eventuality by assimilating receipt to the capacity to receive, the risk of such complications had, during the Commission's preparatory work, been an argument in favour of making the start of the limitation period coincide with the time of dispatch. But the Committee had just voted for a different principle.

62. Mr. LARSEN (United States of America) recalled that at the 3rd meeting (A/CONF.152/C.1/SR.3, para. 22) his delegation had raised the question of the use of the term "declaration in writing", which appeared in article 12 (4). It appeared to him that the Committee might have to decide whether to refer the word "writing" to the Drafting Committee for definition, or to replace the words he had mentioned by the term "notice", defined in article 1. His delegation would be quite satisfied with the latter solution.

63. Mr. PAMBOU-TCHIVOUNDA (Gabon) asked whether, in order to facilitate verification, it might not be specified that the notice should be written.

64. The CHAIRMAN pointed out that that would raise once again the issue of defining what was meant by "written".

65. The Committee decided to replace the words "declaration in writing" in article 12 (4) by the word "notice".

66. Mr. MKWENTLA (Pan Africanist Congress of Azania) remarked that the title of article 12 might give rise to some confusion, in that the term "limitation" could be interpreted in several different ways. Perhaps "Prescription of actions" might be a more suitable title.

67. The CHAIRMAN suggested that the Drafting Committee should take note of that comment. He invited the Committee to approve the text of article 12 reproduced in document A/CONF.152/5, as amended, for referral to the Drafting Committee in the light of the comments made during the discussion.

68. It was so decided.

Article 15 (A/CONF.152/C.1/L.7, L.57)

69. Mr. LARSEN (United States of America) said that the purview of the draft Convention was the gap left by existing international instruments relating to the international carriage of goods, and notably that moment in international trade which immediately followed or immediately preceded carriage by a carrier. If the gap was clearly delineated as a result of the efforts of the working group set up at the 3rd meeting in order to determine whether a definition of the term "carrier" should be included in the Convention (A/CONF.152/C.1/SR.3, para. 61), article 15 might prove superfluous, and his delegation would propose its deletion. At all events, he would firmly oppose the inclusion in article 15 of what he termed the intolerable notion that international law might be superseded by national law.

70. The CHAIRMAN said that the statement by the previous speaker would be kept in mind. It was not, of course, the sole purpose of article 15 to avoid overlapping between operators and carriers: its equivalent appeared in the majority of international conventions dealing with transport.

71. Mr. SMITH (Australia) referred to his delegation's proposal in document A/CONF.152/C.1/L.57. There was an important connection between the existing text of article 15, the proposed definition of the term "carrier" in article 1 and the proposal by the United States of America to amend article 2 (A/CONF.152/C.1/L.7). The Committee's deliberations might render article 15 superfluous, but if it decided to retain it in some form or other, his delegation suggested that it should be reworded in the manner set out in its proposal. Its primary concern was to clarify the meaning of the expression "derived from". The possibility of States adopting international conventions through their national legislation without formally ratifying those instruments should be reflected in the present draft. The words "derived from" would perhaps permit too much licence in interpretation, and - for example - allow a State which adopted most or some of the provisions of the Convention, while altering others, to claim that national law would have precedence over the Convention. The Australian delegation had consulted the report of the Commission's debate on the subject at its twenty-second session and found there what it believed to be the felicitous wording "derived

(Mr. Smith, Austriala)

from and corresponding with". That seemed an appropriate way of describing those national laws which should enjoy the equivalent of treaty status as far as the scope of application of the Convention was concerned. Some further thoughts on the matter were reflected in Australia's revised proposal for a definition of the term "carrier" to be included in article 1 (A/CONF.152/C.1/L.56/Rev.1).

72. The CHAIRMAN said that the Committee's decision on that proposal and the definition of the term "carrier" awaited from the working group would have a bearing on the fate of article 15. He therefore suggested that the discussion of that article be suspended.

73. It was so agreed.

Article 16

74. Article 16 as reproduced in document A/CONF.152/5 was approved without comment.

The meeting rose at 5.30 p.m.